

Cooperative Agreement
between
The United States Department of the Interior
National Park Service, Chesapeake & Ohio Canal National Historical Park
and
Eastern Area Health Education Center, Inc.

This Agreement is made and entered into between Eastern Area Health Education Center, Inc. (Cooperator) and the United States Department of the Interior, National Park Service (NPS), by and through the Superintendent, Chesapeake & Ohio Canal National Historical Park (Park).

ARTICLE I - BACKGROUND AND OBJECTIVES

The objective of this Agreement fosters a partnership between the NPS and Cooperator to encourage and promote public use of the Chesapeake & Ohio Canal National Historical Park for outdoor recreation.

The Chesapeake & Ohio Canal National Historical Park was established to fulfill the mission of preserving and interpreting its historic and scenic features, and developing the potential for public recreation and enjoyment. The enabling legislation states:

16 U.S.C. § 410y-1 : (a) In order to preserve and interpret the historic and scenic features of the Chesapeake and Ohio Canal, and to develop the potential of the canal for public recreation, including such restoration as may be needed, there is hereby established the Chesapeake and Ohio Canal National Historical Park, in the States of Maryland and West Virginia and in the District of Columbia.

The NPS seeks to encourage public use of park lands by promoting opportunities for outdoor recreation through increasing public outreach, education programs, and ranger-led activities. The Park will partner with Cooperator in a collaborative design to encourage outdoor recreation and healthy living as part of the daily practice of health practitioners. Through the partnership, the Cooperator will assist the Park by providing expertise and support in the creation and promotion of outdoor recreation programming at the Park. The Park will support Cooperator's mission of promoting healthy living, by providing a safe and well-maintained area for public use and outdoor recreation.

The Park is uniquely qualified to promote programs related to outdoor recreation and maintains the 184.5 mile towpath for the benefit and enjoyment of approximately 4 million annual visitors. In 2008, the Healthy Parks Final Report indicated that the majority of Park visitors utilize the Park as a place for recreation. The Park objectives for establishing this Agreement with the Cooperator focus on increasing park visitation and the use of the Park's recreational resources. In addition, the Park seeks to establish venues for public outreach, targeting a new visitor audience focused on outdoor recreation and the associated healthy benefits. As a result of this Agreement, the Park will meet its mission of developing the canal's potential for outdoor recreation.

The NPS encourages park managers to form partnerships with organizations that can support the efforts of the NPS sites. The NPS recognizes the benefits of cooperative conservation (in accordance with Executive Order 13352, Facilitation of Cooperative Conservation), as well as the significant role partners play in achieving conservation goals and funding conservation initiatives on behalf of the NPS.

The NPS and Cooperator desire to build opportunities for local communities and local schools to enjoy outdoor recreation and education programs in the Park. The NPS and Cooperator also wish to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations to enjoy the natural, cultural, and recreational resources of the national park system.

Public outreach and educational programs will increase the public's knowledge and awareness of potential outdoor recreation activities at NPS sites, specifically the Park. This Agreement will ensure that the outdoor recreation activities and education programs are inclusive, safe, and developmentally and culturally appropriate. In addition, this Agreement seeks to develop partnerships with local communities and schools for the purpose of linking diverse audiences with physical activity opportunities via outdoor recreation.

ARTICLE II - AUTHORITY

The NPS enters into this Agreement pursuant to 16 U.S.C. § 1g; 16 U.S.C. § 410y-1 through 410y-6; and 16 U.S.C. § 460l-1(f).

ARTICLE III - DEFINITIONS

- A. The term **Agreement** means this Cooperative Agreement, Number H3100100002, including any exhibits, attachments, or amendments hereto.
- B. The term **CFR** means the Code of Federal Regulations.
- C. The term **Cooperator** means the Eastern Area Health Education Center, Inc.
- D. The term **FAR** means the Federal Acquisition Regulations.
- E. The term **National Park Service** or **NPS** shall include the National Capital Region, National Park Service. It shall also include the Regional Director, National Capital Region, or such other person as may be designated by the Regional Director to act for the Regional Director in exercising all authority under this Agreement.
- F. The term **OMB** means the U.S. Office of Management and Budget.
- G. The term **Park** means the Chesapeake & Ohio Canal National Historical Park.

- H. The term **Party** means either the Cooperator or the NPS. The term **Parties** means both the Cooperator and the NPS.

ARTICLE IV - STATEMENT OF WORK

A. NPS agrees to:

1. Assist Cooperator in researching and assembling information concerning outdoor recreation and provide methods for disseminating such information to the general public and park visitors.
2. Facilitate public outreach to diverse audiences and increase awareness among youth and adults regarding the outdoor recreation opportunities available in the Park and nearby communities.
3. Provide logistical support to Cooperator.
4. Participate in project management and monitoring, providing materials, equipment, and support necessary to perform projects.
5. Supply digital, audio, or other research resources necessary to develop the public outreach and education program materials. Provide all promotional brochures and banners.
6. In conjunction with Cooperator, review and approve each phase of projects prior to the commencement of subsequent phases. The first phase of development includes the creation of a comprehensive trail map system with a searchable database of local trails ideal for a variety of outdoor recreation activities. The second phase includes the development of print, video, and web resources that feature trail information in a variety of formats available to the general public and park visitors. The third phase of the program includes developing connections with local community organizations including YMCA, Boys and Girls Clubs, local schools, etc. to promote outdoor recreation activities through the use of parks and trails. In addition, the Park will provide input in the concept planning for the Nature Prescriptions initiative and provide final review of the materials developed for the program. The Nature Prescriptions initiative seeks to encourage public use of park lands by promoting outdoor recreation activities through increasing public outreach, education programs, and ranger-led activities. Nature Prescriptions will target a diverse audience, ranging in age and physical ability.

The objectives of the Nature Prescriptions initiative include creating a comprehensive trail map system, distributing print, video, and web resources for visitor and the general public's use, and developing connections with local communities to promote outdoor recreation and healthy living.

7. Develop ranger-led activities and educational programs that encourage public use and promote the benefits from outdoor recreation. In addition, feature a variety of outdoor recreation and physical activity opportunities available to youth and adults in the Park.
8. Assign an appropriate NPS employee to monitor the ongoing work, to respond to questions about the nature and goals of the project, and act as a liaison among the Parties.
9. Organize all project related events which are held on NPS grounds.

B. Cooperator agrees to:

1. Encourage public use and outdoor recreation opportunities within the NPS, specifically at the Park, and establish a connection between outdoor recreation and healthy living by providing to visitors and the general public physician expertise, knowledge, and insight regarding the benefits of physical activity and outdoor recreation.
2. Engage in research, undertake studies, and assemble information concerning outdoor recreation, physical activity, and the benefits of healthy exercise in cooperation with NPS. This includes the development of a comprehensive trail map system with a searchable database of local trails ideal for a variety of outdoor recreation activities, development of print, video, and web resources that feature trail information in a variety of formats available to the general public and park visitors, and developing connections with local community organizations including YMCA, Boys and Girls Clubs, local schools, etc. to promote outdoor recreation activities through the use of parks and trails.
3. Recruit and hire a highly qualified 2nd year medical student on an annual basis who is designated to spend his or her 3rd and 4th year working on the projects. The medical student will spend 6-8 weeks in the summer between the first and second year in training in order to integrate his or her knowledge and expertise of health and physical activity into NPS outdoor recreation outreach and education programs.
4. Have the medical student, during the summer internship, identify target projects to complete during designated time in aforementioned 3rd and 4th years. Cooperator will provide the allowed time to perform these critical projects in the

aforementioned 3rd and 4th years that will enable the medical student to carry on the mission and values by focusing on projects and programs that promote the objectives pursuant to this Agreement.

5. Provide a mentor to assist all medical students in their projects and serve an active role in the programs ongoing development, and design and develop outcomes research.
6. Work with NPS to ensure the medical student receives NPS training and orientation, specifically with respect to the resources of the Park, thus enabling the medical student to become familiar with park resources and fully utilize the recreation opportunities in the development of education programs and activities that encourage public use and benefits from outdoor recreation.
7. Identify each such medical student to the NPS in sufficient time frame to allow for any security clearance or credentialing on the part of the NPS.

C. NPS and Cooperator agree to:

1. Cooperate with educational institutions and others in order to assist in establishing education programs and activities and to encourage public use and benefits from outdoor recreation.
2. Provide the general public with educational programs about outdoor recreation and the associated healthy benefits of physical activity.
3. Establish connections with local communities and local schools to engage diverse audiences and increase awareness of outdoor recreation opportunities in the Park.
4. Maintain regular communications on projects agreed to in task orders pursuant to this Agreement.
5. Develop a work plan for the medical student interning with the Cooperator within the first week of the internship.

ARTICLE V - TERM OF AGREEMENT

Unless terminated earlier in accordance with Article XII herein, this Agreement shall be in effect for a period of five (5) years from the date of execution. The date of execution is the date of the last signature affixed to this Agreement. Any and all provisions of this Agreement which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforced.

ARTICLE VI - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the Parties regarding the work to be performed. They are:

1. For the NPS:

Hollie Lynch, Youth Programs Coordinator
C & O Canal National Historical Park
1850 Dual Highway, Suite 100
Hagerstown, MD 21740
Telephone: (301) 491-0149
Facsimile: (301) 739-6179
E-mail: Hollie_Lynch@nps.gov

2. For the Cooperator:

Jay L. Bonfili, Executive Director
Eastern Area Health Education Center, Inc.
2000 Foundation Way, Suite 2310
Martinsburg, WV 25401-9000
Telephone: (304) 264-9202
Facsimile: (304) 264-9042
E-mail: jbonfili@hsc.wvu.edu

B. **Communications** – The Cooperator will address any communications regarding this Agreement to the NPS key official identified in Article VI.A.1, herein.

C. **Changes in Key Officials** – Neither the NPS nor the Cooperator may make any permanent changes in a key official without written notice to the other Party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VII - AWARD AND PAYMENTS

A. General – The commitment of funds in furtherance of this Agreement shall be authorized by individual Task Agreements issued against this Agreement. Each Task Agreement

shall include a detailed Statement of Work or a study plan, as an attachment, from the Cooperator for accomplishment of the work, accompanied by a detailed budget. When both Parties agree upon the work to be accomplished and the work program, an appropriate Task Agreement shall be executed to obligate funds. All such Task Agreements must be processed through normal Cooperator and NPS channels for review and approval.

B. Payment/Invoices

1. Invoices and other required supporting statements or certificates, including requests for Reimbursement and Advance of Funds (SF-270), all properly identified with the appropriate agreement identification numbers (including this Agreement number, H3100100002, and the individual Task Agreement number) will be submitted by the Cooperator to the NPS key official identified in Article VI.A.1. An original and two copies of the SF-270 and invoices or other supporting documents will be needed. Payment will be made no more frequently than monthly and will be paid by Electronic Funds Transfer.
2. Any award is subject to availability of funds.

ARTICLE VIII - PRIOR APPROVAL

The Cooperator shall obtain prior approval for budget and program revisions in accordance with 43 CFR § 12.925.

ARTICLE IX - LIABILITY

Cooperator agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of Cooperator, its officers, employees, agents, or representatives arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the expiration or termination of this Agreement.
- B. To purchase commercial liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due there under, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, Cooperator shall provide the NPS with confirmation of such insurance coverage.

- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by Cooperator, its officers, employees, agents, or representatives, who are acting in an official capacity, arising in connection with, and during the term of, this Agreement. This obligation shall survive the expiration or termination of this Agreement.
- D. To provide workers' compensation protection to Cooperator officers and employees.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of Cooperator, its agents, and employees. This obligation shall survive the expiration or termination of this Agreement.

ARTICLE X - REPORTS AND/OR DELIVERABLES

Reports and/or deliverables required of Cooperator under this Agreement shall be submitted to the NPS key official identified within each Task Agreement.

- A. The Cooperator shall provide the NPS with annual reports, a final report, and other deliverables as specified in each Task Agreement under this Agreement.
- B. Cooperator shall immediately notify NPS of any developments that significantly affect the activities contemplated by this Agreement. Cooperator shall notify NPS of any difficulties or delays that materially impair Cooperator's ability to meet the objectives of this Agreement. In notifying NPS, Cooperator shall describe what action Cooperator has taken or is considering taking to address the situation and what assistance, if any, Cooperator needs to address the situation.
- C. Cooperator shall submit the following financial reports to the NPS key official identified herein:
 - 1. Specific projects or activities for which funds are advanced will be tracked and reported by semi-annual submission of a SF-425, Federal Financial Report (FFR). A final SF-425 shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final a SF-425 the reporting period end date shall be the end date of the Agreement. Semi-annual interim reports shall be submitted no later than 30 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the end period date.
 - 2. Cooperator will provide an annual performance report in accordance with 2 CFR § 215.51.

The obligations of this provision shall survive the expiration or termination of this

Agreement.

- D. Record keeping – Cooperator will keep records concerning this Agreement in accordance with the requirements of Article XIII.A, General Provisions, and all applicable OMB Circulars.
- E. Access to Records
 - 1. Cooperator will give the NPS and the Comptroller General of the United States, or any of their authorized representatives, access to and the right to examine all records related to this Agreement.
 - 2. The NPS will give Cooperator or any authorized representative the right to examine any records related to this Agreement that otherwise would be available to the Cooperator under the Freedom of Information Act, codified at 5 U.S.C. § 552.

ARTICLE XI - PROPERTY UTILIZATION

The use, disposition, and/or acquisition of new or existing property shall be in accordance with the rules set forth at 43 *CFR* § 12.933 through 12.935, as amended.

ARTICLE XII - MODIFICATIONS AND TERMINATION

This Agreement may be modified by the Parties in writing. Any such modification must be approved by an NPS Contracting Officer prior to its execution. The NPS may also wholly or partly suspend or terminate the current award as a remedy for non-compliance pursuant to 43 *CFR* §12.962. The award may also be terminated in accordance with 43 *CFR* § 12.961.

ARTICLE XIII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. OMB Circulars and other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - a. *OMB Circular A-110*, as codified by 43 *CFR* Part 12, Subpart F, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
 - b. *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”

- c. *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
 - d. *43 CFR pt. 43*, “Government-wide Requirements for a Drug-Free Workplace.”
 - e. *43 CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
 - f. *FAR Clause 52.203-12, Paragraphs (a) and (b)*, “Limitation on Payments to Influence Certain Federal Transactions.”
2. **Non-Discrimination** - All activities pursuant this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d *et seq.*); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition** - *18 U.S.C. § 1931* - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
4. **Anti-Deficiency Act** - *31 U.S.C. § 1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for

that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR* § 12.944 for Institutions of Higher Education, Hospitals and other Non-Profit Organizations, and 43 *CFR* § 12.76 for State and Local Governments.

B. Special Provisions

1. Public Information

- a. The Cooperator will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, movies, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the Cooperator represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the Cooperator or considers the Cooperator's work product to be superior to other products or services.
- b. The Cooperator will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

- c. The Cooperator will obtain prior NPS approval from the regional Public Affairs Office before releasing for any public information release concerning this award which refer to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the Public Affairs Office along with the request for approval.
- d. The Cooperator further agrees to include the above provisions in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

2. **Publications of results of studies**

No Party will unilaterally publish a joint publication without consulting the other Party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those Parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the Party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. **Certifications** -The following form(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

- D. **Public Laws** - This Agreement is subject to all laws, regulations and rules governing NPS property, and all other applicable laws and regulations, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under any such applicable laws, regulations, and rules.
- E. **Severability** - If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not impact the validity or enforceability of the remaining terms and provisions.
- F. **Captions** – The section headings and captions of this Agreement are for the convenience and reference of the Parties and in no way define, limit, or describe the scope or intent of the Agreement or any part thereof.
- G. **Interpretation** – This Agreement shall be governed by, and interpreted in accordance with, the laws of the United States. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Party. When the context of this Agreement requires, the use of masculine or neuter genders includes the masculine, the feminine or the neuter genders, and the singular includes the plural.

ARTICLE XIV - ATTACHMENTS

In addition to the attachments previously specified in this Agreement, the following document, provided by Cooperator, is attached to or incorporated by reference and made a part of this Agreement:

Form SF-424, Application for Federal Assistance (incorporated by reference).

The Standard Forms (SF) can be downloaded electronically at www.gsa.gov/forms

(Signatures appear on next page)

SIGNATURES

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the date(s) set forth below:

FOR EASTERN AREA HEALTH EDUCATION CENTER:

Jay L. Bonfili, Executive Director

Date

FOR THE NATIONAL PARK SERVICE:

Kevin D. Brandt, Superintendent
Chesapeake & Ohio Canal National Historical Park

Date

Rita L. Oliver, Contracting Officer
National Capital Region

Date